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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20054

SEP - 5 2001

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of )  
Petition of WorldCom, Inc. Pursuant )  
to Section 252(e)(5) of the )  
Communications Act for Expedited )  
Preemption of the Jurisdiction of the )  
Virginia State Corporation Commission )  
Regarding Interconnection Disputes )  
with Verizon-Virginia, Inc., and for )  
Expedited Arbitration )

CC Docket No. 00-218

**REBUTTAL TESTIMONY OF EDWARD J. CAPUTO**

**(Issues IV-8, IV-24, IV-80 and IV-81)**

013

September 5, 2001

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## INTRODUCTION

**Q. Please state your name, title and address.**

A. My name is Edward J. Caputo. I am Director of Operator and Directory Services for MCI WorldCom. My business address is 601 12<sup>th</sup> Street, Arlington, Virginia 22202.

**Q. Are you the same Edward J. Caputo who provided Direct Testimony on August 17, 2001?**

A. Yes I am.

**Q. What is the purpose of your current testimony?**

A. The purpose of my testimony here is to respond to the testimony of the Verizon witnesses with respect to Issues IV-8, IV-24, IV-80 and IV-81.

**Issue IV-8**

*Should the Interconnection Agreement include terms setting forth Operator Services and Directory Assistance Trunking Arrangements?*

**Q. What is the status of this issue?**

A. Progress was made in resolving this issue during the mediation. WorldCom made various concessions during the mediation so that there are now only one (possibly two) outstanding issues. First, WorldCom believes that DA and OS trunking arrangements should be included in the Interconnection Agreement while Verizon does not. The second possible issue concerns WorldCom's proposal that requests for line status verification and requests for Busy

Line Verify/Busy Line Verify Interrupt, between operators, be routed over the local interconnection trunk group using the network routable codes or operator services codes published in the Local Exchange Routing Guide. It is not clear whether Verizon agrees with this proposal; although Verizon has agreed to it at various times, at others it has not.

The language that WorldCom understands is agreed to is set out below. Language originally proposed by WorldCom but deleted by agreement is shown as struck through; the 'network routable codes' language is shown in bold:

## 1.6 Operator Services Trunking Arrangements

1.6.1 Where MCIIm purchases ~~unbundled~~ Operator Services from Verizon, ~~the parties~~ MCIIm will establish separate trunk groups from MCIIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups").

1.6.2 Where MCIIm purchases Operator Services from Verizon, Verizon operators will verify MCIIm End User loops that are provisioned or maintained by Verizon. Where MCIIm does not purchase Operator services from Verizon, MCIIm operators may request Verizon operators to provide line status verification of loops provisioned or maintained by Verizon, and such requests will be transmitted via inward trunks established pursuant to Section below, **or over local interconnection trunks via the appropriate operator services code in the LERG.**

~~1.6.2 If MCIIm does not purchase unbundled Operator Services from Verizon, the Parties may interconnect for the purposes of inward operator assistance as follows:~~

~~1.6.3.1 [MCIIm may route calls requiring inward operator assistance through its designated IXC Point of Presence (POP) to Verizon's operator switch. Verizon shall route its calls requiring inward operator assistance to MCIIm's designated operator switch through its designated IXC POP.]~~

~~1.6.3.2 The Parties may establish a separate two-way trunk group per LATA from MCIIm's Switch to Verizon's operator switch utilizing MF signaling.~~

1.6.4 If MCIIm does not purchase ~~unbundled~~ Operator Services from Verizon, the Parties shall exchange Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI) inquiries between operator bureaus over **Local Interconnection Trunk Groups using network routable access codes published in the LERG.**

## 1.7 Directory Assistance Trunking Arrangements

1.7.1 Where MCIIm purchases ~~unbundled~~ Directory Assistance service from Verizon, the MCIIm will establish separate trunk groups from MCIIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups).

1.7.2. Where MCIIm purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIIm upon request. Verizon shall provide MCIIm with the customer billing records necessary for MCIIm to bill its customers for these calls.

## Section 6. Line Status Verification And Verification With Call Interruption

6.1 Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.

6.2 The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line.

6.3 Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks.

6.4 Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall output the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.

6.5 When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

1                   **6.6 Compensation.** Each Party shall charge the other Party for LSV and VCI at  
2 rates specified in Attachment I.  
3

4   **Q.     Please summarize Verizon's direct testimony on this issue.**

5   A.     In its Direct Testimony, Verizon does not dispute that terms such as those proposed by  
6 WorldCom are necessary. Nor does it provide any critique of the terms WorldCom has  
7 proposed. Instead, Verizon asserts that it would prefer to have these terms contained in a  
8 separate agreement. It also objects to a proposal that WorldCom did not make. Verizon claims  
9 that WorldCom has asked that OS/DA services be provided over the local interconnection trunk  
10 group as opposed to separate dedicated trunk groups to Verizon's OS/DA platform switches. As  
11 the language WorldCom has proposed makes clear, however, WorldCom has not made that  
12 proposal. Instead, as noted in sections 1.6.1 and 1.7.1 of our proposal, WorldCom has agreed to  
13 establish separate trunk groups to Verizon's OS and DA platforms.  
14

15 **Q.     Do you agree with Verizon's suggestion that operator services and directory**  
16 **assistance trunking arrangements be included in a separate agreement?**

17 A.     No. Section 251(c) of the Act requires Verizon to negotiate the terms of interconnection  
18 agreements to fulfill all the duties it has under sections 251(b) and (c). One of those duties is the  
19 duty to provide nondiscriminatory access to operator services and directory assistance. See 47  
20 U.S.C. § 251(b)(3). The DA/OS trunking arrangements should be included in the same  
21 Interconnection Agreement as are all the other contract terms which relate to Verizon's various  
22 duties under sections 251(b) and (c), such as resale, rights of way, interconnection, and access to  
23 unbundled network elements, etc. Verizon offers absolutely no reason to relegate each of these  
24 items, or any one of them, to a separate agreement and there is none. Furthermore, if the terms

are not established now, in this proceeding, by Commission Order, it is not clear when, or if, they will be established.

**Q. Why should line status verification and busy line verify requests between operators be routed over the local interconnection trunk using the operator services code contained in the Local Exchange Routing Guide?**

A. Segregating traffic onto separate trunk groups is wasteful of a scarce resource and should be avoided when possible, particularly for a class of calls which has only minimal volumes. Combining traffic onto a single trunk is an efficient use of capacity. The types of calls at issue here occur when a WorldCom operator calls a Verizon operator directly (or vice versa) to verify the status of a customer's line or to interrupt a call. The operator service codes contained in the LERG are basically the 'phone numbers' of the operators. They allow operators to call one another directly. Having WorldCom's and Verizon's operators call one another over the local interconnection trunk using the operator services codes is an efficient and a standard procedure. Verizon has offered no objection to this in its direct testimony and WorldCom cannot imagine any conceivable objection to this practical proposal.

#### **Issue IV-24**

*Should the Interconnection Agreement include detailed provisions regarding provision of Verizon's directory assistance database UNE to WorldCom, including the price of each directory assistance listing? (Attachment VIII, section 6.1.7.1)*

**Q. Please provide a summary of this issue.**

1 A. Verizon currently provides WorldCom a bulk download of its directory assistance listing  
2 (“DAL”) database pursuant to an agreement entered into between the parties. First, WorldCom  
3 requests that the new interconnection agreement incorporate by reference the DAL Agreement,  
4 as the current interconnection agreement does. See MCImetro Proposed Interconnection  
5 Agreement, Attachment VIII, section 6.1.7. This request is straightforward, and should be non-  
6 controversial. Second, WorldCom proposed that the parties memorialize the terms that will  
7 govern once the DAL agreement expires – which Verizon concedes will occur on November 30,  
8 2002.

9  
10 **Q. Have you reviewed Verizon’s Direct Testimony on this issue?**

11 A. Yes. Verizon does not object to the DAL Agreement being incorporated by reference  
12 into the Interconnection agreement. Accordingly, the Commission should order that the DAL  
13 Agreement be incorporated into the existing agreement. Verizon also asserts that WorldCom is  
14 inappropriately attempting to challenge “the provision of directory assistance data through the  
15 DAL Agreement.” See Verizon VA’s Direct Testimony on Mediation Issues (Categories I and III  
16 through VII) Unbundled Network Elements at 12 –13.

17  
18 **Q. Do you agree with Verizon’s characterization of the issue?**

19 A. No. WorldCom is a party to the DAL Agreement, and is bound by that Agreement.  
20 WorldCom does not ask the Commission to alter the terms of the DAL Agreement, or to issue an  
21 order that supersedes it. All WorldCom seeks is a means to ensure that it continues to receive  
22 DAL data after the DAL Agreement expires. Accordingly, the Commission should order that the  
23 DAL Agreement be incorporated into the existing agreement so that the terms that govern access



1 to DAL data are contained in the agreement itself. WorldCom will continue to work with  
2 Verizon to ensure that WorldCom uninterrupted access to DAL data after the DAL Agreement  
3 expires.

4  
5 **Issue IV-80**

6 *Should the Interconnection Agreement contain provisions regarding Directory Assistance*  
7 *Service?*

8  
9 **Issue IV-81**

10 *Should the Interconnection Agreement contain provisions regarding Operator Services?*  
11

12 **Q. What is the subject matter of Issues IV-80 and IV-81?**

13 A. Issues IV-80 and IV-81 concern WorldCom's request that Directory Assistance and  
14 Operator Services be provided as unbundled network elements. These issues also concern the  
15 provision of customized routing because the Commission's rules provide that OS/DA need not  
16 be provided as UNEs if Verizon provides customized routing of WorldCom's OS/DA traffic to  
17 the Feature Group D trunks designated by WorldCom.

18  
19 **Q. What position did Verizon set forth in its Direct Testimony?**

20 A. In its testimony, Verizon asserts that there should be no remaining issue because Verizon  
21 will provide customized routing to the Feature Group D trunks designated by WorldCom through  
22 the AIN architecture available in Verizon VA's service territory.

1     **Q.     What is WorldCom's response?**

2     A.     Verizon's obligations and WorldCom's rights should be reflected in the contract between  
3     the parties. The Interconnection Agreement between the parties should reflect Verizon's  
4     commitment to provide customized routing to the Feature Group D trunks designated by  
5     WorldCom through the AIN architecture available in Verizon VA's service territory. The  
6     Interconnection Agreement should also include terms which provide for the customized routing  
7     of OS/DA traffic to the Feature Group D trunks designated by WorldCom through means other  
8     than AIN, in the event the AIN method becomes unavailable. The Interconnection Agreement  
9     should also include a term providing that DA/OS is available as a UNE in the event that Verizon  
10    is unable to provide the required customized routing. WorldCom proposes the following  
11    contract terms, which were presented to Verizon during the mediation:

12           Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to  
13           MCIm's FGD trunks, or where Verizon uses existing switch features and functions to  
14           route OS/DA calls to MCIm's FGD trunks, Verizon shall provide customized routing of  
15           OS/DA calls placed by MCIm customers to the particular outgoing trunks and associated  
16           routing tables designated by MCIm, using FGD protocol, including trunks terminating at  
17           OS/DA platforms designated by MCIm. Where Verizon has not deployed such AIN  
18           capability and has not used such existing switch features, Verizon shall provide OS/DA  
19           services to MCIm as unbundled network elements. In that instance, upon request by  
20           MCIm, the Parties shall negotiate the terms, conditions, and cost-based rates for  
21           providing OS/DA services as unbundled network elements.

22  
23           Where Verizon provides OS/DA services to MCIm on a resale basis, Verizon shall  
24           provide such services at Parity and on a non-discriminatory basis.

25  
26           Finally, the contract should contain terms describing the operator services and directory  
27    assistance service to be provided in the event that the required customized routing is not  
28    provided. These terms are set forth in Attachment VIII, sections 6.1.3 and 6.1.4 of the proposed  
29    Interconnection Agreement. WorldCom has agreed to delete from these terms sections 6.1.3.3.6

1 and 6.1.4.3.2, which Verizon has objected to as reflecting outdated specialized routing methods,  
2 and Verizon has not provided any further critiques of WorldCom's proposed language.

3

4 **Q. Does this conclude your testimony?**

5 A. Yes it does.

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**AFFIDAVIT OF EDWARD J. CAPUTO**

The undersigned, being of lawful age and duly sworn on oath, certifies the following:

I, Edward J. Caputo, declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

*Edward J. Caputo*  
by/ *Michael Schmuck*  
Edward J. Caputo

Subscribed and Sworn to before me this  
5<sup>th</sup> day of September, 2001.

*Virginia J. Taylor*  
Notary Public

Virginia J. Taylor  
NOTARY PUBLIC  
Commonwealth of Virginia  
My Commission Expires 4/30/05